



H-2A Agricultural Clearance Order  
Form ETA-790A  
U.S. Department of Labor

**A. Job Offer Information**

1. Job Title * Farmworker, Diversified Crop							
2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment				
	400	400	3. Begin Date * 1/12/2022		4. End Date *9/9/2022		
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Anticipated days and hours of work per week *							7. Hourly work schedule *
50	a. Total Hours	9	c. Monday	9	e. Wednesday	9	g. Friday
0	b. Sunday	9	d. Tuesday	9	f. Thursday	5	h. Saturday
							a. <u>7</u> : <u>30</u> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
							b. <u>5</u> : <u>00</u> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
<b>Temporary Agricultural Services and Wage Offer Information</b>							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units/Special Pay Information \$	
\$ <u>11</u> <u>81</u>		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ _____			
9. Is a completed <b>Addendum A</b> providing additional information on the crops or agricultural activities and wage offers attached to this job offer? *							<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
10. Frequency of Pay. * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (specify): <u>N/A</u>							
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							



H-2A Agricultural Clearance Order  
Form ETA-790A  
U.S. Department of Labor

**B. Minimum Job Qualifications/Requirements**

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or Higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *	3	3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) *			
<input type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> g. Exposure to extreme temperatures	
<input type="checkbox"/> b. Driver requirements		<input checked="" type="checkbox"/> h. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> i. Extensive sitting or walking	
<input type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> j. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>50</u> lbs.		<input checked="" type="checkbox"/> k. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. \$	
6. Additional Information Regarding Job Qualifications/Requirements. (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " <b>NONE</b> " below) *			
See Addendum C			

**C. Place of Employment Information**

1. Address/Location *			
5 R.W. DuBose Rd. Ridge Spring SC 29129			
2. City *	3. State *	4. Postal Code *	5. County *
Ridge Spring	South Caro	29129	Edgefield
6. Additional Place of Employment Information (If no additional information, enter " <b>NONE</b> " below) *			
See Addendum C			
7. Is a completed <b>Addendum B</b> providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**D. Housing Information**

1. Housing Address/Location *			
centrally located. See attachment			
2. City *	3. State *	4. Postal Code *	5. County *
Ridge Spring	South Caro	29129	Edgefield
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
Block (camps) & mobile homes		33	856
9. Housing complies or will comply with the following applicable standards: *		<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal	
10. Additional Housing Information. (If no additional information, enter " <b>NONE</b> " below) *			
Housing type varies by location and includes mobile home and block. Hotel/Motel will be used if needed See Housing addendum for each location.			
11. Is a completed <b>Addendum B</b> providing additional information on housing that will be provided to workers attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



H-2A Agricultural Clearance Order  
Form ETA-790A  
U.S. Department of Labor

**E. Provision of Meals**

<p>1. Describe <u>how</u> the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. * (Please begin response on this form and use Addendum C if additional space is needed.)</p> <p>Workers who are entitled to live in employer farm housing may prepare their own meals by use of conveniently-located, full-service kitchens. Kitchens include basic cooking utensils and pots and pans for employee use. No charge will be made to workers for use of the equipment unless items are either removed from the premises or damaged beyond normal wear and tear condition. Employers will furnish free cooking and kitchen facilities to those workers who are entitled to live in the employers' housing so that workers may prepare their own meals. Workers will buy their own groceries. Once a week the employers will provide (on a voluntary basis by the workers) free transportation to assure workers access to the closest store where they can purchase groceries.</p>	
2. If meals are provided, the employer: *	<div><input checked="" type="checkbox"/> <b>WILL NOT</b> charge workers for such meals.</div> <div><input type="checkbox"/> <b>WILL</b> charge workers for such meals at \$ <u>      </u> . <u>      </u> per day per worker.</div>

**F. Transportation and Daily Subsistence**

<p>1. Describe the terms and arrangement for daily transportation the employer will provide to workers. *</p> <p>(Please begin response on this form and use Addendum C if additional space is needed.)</p> <p>Once a week the employers (on a voluntary basis by the workers) free transportation to assure workers access to the closest store where they can purchase groceries. Transportation will provided free to and from work sites and place of housing.</p>		
<p>2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *</p> <p>(Please begin response on this form and use Addendum C if additional space is needed.)</p> <p>see addendum</p>		
3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	\$ <u>  13  </u> . <u>  17  </u> per day *
	b. no more than	\$ <u>  55  </u> . <u>  00  </u> per day with receipts



H-2A Agricultural Clearance Order  
Form ETA-790A  
U.S. Department of Labor

**G. Referral and Hiring Instructions**

1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer, or the employer's authorized hiring representative, methods of contact, and the days and hours applicants will be considered for the job opportunity. \*

(Please begin response on this form and use Addendum C if additional space is needed.)

**See Referral Addendum**

All workers must have at least 3 months verifiable experience hand-harvesting a perishable crop. Worker must be able to provide contactable references from similar farm operations to attest to experience.

2. Telephone Number to Apply \*

+1 (803) 685-5381

3. Email Address to Apply \*

h2a@titanfarms.com

4. Website address (URL) to Apply \*

www.titanfarms.com

**H. Additional Material Terms and Conditions of the Job Offer**

1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? \*

☒ Yes ☐ No



H-2A Agricultural Clearance Order  
Form ETA-790A  
U.S. Department of Labor

**I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders**

By virtue of my signature below, I **HEREBY CERTIFY** my knowledge of and compliance with applicable Federal, State, and local employment-related laws and regulations, including employment-related health and safety laws, and certify the following conditions of employment:

1. **JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an H-2A *Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR 653, subpart F and the requirements set forth in 20 CFR 655.122. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR 655, Subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all worksites for which the employer is requesting H-2A labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
3. **HOUSING FOR WORKERS:** Employer agrees to provide for or secure housing for H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

*Request for Conditional Access to Intrastate or Interstate Clearance System:* Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the housing has been inspected and approved.

4. **WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f).
6. **MEALS:** Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g).

For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

7. **TRANSPORTATION AND DAILY SUBSISTENCE:** Employer agrees to provide the following transportation and daily subsistence benefits to eligible workers.

**A. Transportation to Place of Employment (Inbound)**

If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker has come to work for the employer, whether in the U.S. or abroad to the place of employment. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

**B. Transportation from Place of Employment (Outbound)**

If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).



H-2A Agricultural Clearance Order  
Form ETA-790A  
U.S. Department of Labor

If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the subsequent employer must provide or pay for such expenses.

The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the 50 percent rule as described in sec. 655.135(d) of this subpart with respect to the referrals made after the employer's date of need. 20 CFR 655.122(h)(2).

C. *Daily Transportation*

Employer agrees to provide transportation between housing provided or secured by the employer and the employer's worksite(s) at no cost to the worker. 20 CFR 655.122(h)(3).

D. *Compliance with Transportation Standards*

Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE:** Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).

If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CFR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

**Important Note:** In circumstances where the work contract is terminated due to contract impossibility under 20 CFR 655.122(o), the three-fourths guarantee period ends on the date of termination.

9. **EARNINGS RECORDS:** Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).
10. **HOURS AND EARNINGS STATEMENTS:** Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) If piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).





H-2A Agricultural Clearance Order  
Form ETA-790A  
U.S. Department of Labor

11. **RATES OF PAY:** The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), the prevailing hourly wage rate, the prevailing piece rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate, in effect at the time work is performed, whichever is highest. If the worker is paid by the hour, the employer must pay this rate for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing hourly wage or piece rate, the legal Federal or State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest.
- If the worker is paid on a piece rate basis and at the end of the pay period the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate of pay, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).
- For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer assures that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).
12. **FREQUENCY OF PAY:** Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).
13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE:** If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the Federal Register, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract if the worker fails to show up for work at the regularly scheduled time and place for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).
14. **CONTRACT IMPOSSIBILITY:** The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the U.S. Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).
- The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's worksite if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's worksite to the subsequent employer's worksite. 20 CFR 655.122(h)(2).
15. **DEDUCTIONS FROM WORKER'S PAY:** Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).
16. **DISCLOSURE OF WORK CONTRACT:** Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the required terms of this clearance order, including all Addendums, and the certified *H-2A Application for Temporary Employment Certification* will be the work contract. 20 CFR 655.122(q).



H-2A Agricultural Clearance Order  
Form ETA-790A  
U.S. Department of Labor

**17. ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:**

- A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 business days before the original date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., e-mail notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended date of need expeditiously. 20 CFR 653.501(c)(3)(i).
- If there is a change to the anticipated date of need, and the employer fails to notify the OHO at least 10 business days before the original date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).
- B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).
- C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).
- D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).
- E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).
- F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

*I declare under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. 2, 1001.*

1. Last (family) name * Carr	2. First (given) name * Lori Anne	3. Middle initial \$
4. Title * Vice President		
5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>		6. Date signed * 11/3/2021

**Employment Service Statement**

In view of the statutorily established basic function of the Employment Service (ES) as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Department of Labor's Employment and Training Administration (ETA) nor the SWAs are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the ES constitute a contractual job offer to which the ETA or a SWA is in any way a party. 20 CFR 653.501(c)(1)(i).

**Public Burden Statement (1205-0466)**

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average .63 hours per response for all information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (44 U.S.C. 3501, Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Foreign Labor Certification, 200 Constitution Ave., NW, Suite PPII 12-200, Washington, DC, 20210. (Paperwork Reduction Project OMB 1205-0466). DO NOT send the completed application to this address.





H-2A Agricultural Clearance Order  
Form ETA-790A Addendum A  
U.S. Department of Labor

**A.9. Additional Crop or Agricultural Activities and Wage Offer Information**

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	Peach Harvest	\$ 00 55	Piece Rate	The piece rate paid for peach harvest will be a minimum of \$0.55 per 3/4 US bushel (bag) of peaches harvested. This minimum piece rate may be adjusted upward at the sole discretion of the employer to account for adverse conditions affecting the level of effort required to accomplish the harvest according to the required specifications, as described above. You are required to harvest 13 bags per hour.
	Pruning - Small Trees	\$ 00 20	Piece Rate	The piece rate per tree for pruning small trees (two years of age and under) will be a minimum of \$0.20 per tree pruned. You must prune 36 small trees per hour. The piece rate per tree for pruning medium trees (three years to five years of age) will be a minimum of \$0.65 per tree pruned. You must prune 11 medium trees per hour. The piece rate per tree for pruning large trees (six years of age and over) will be a minimum of \$1.10 per tree pruned. You must prune 7 large trees per hour. These min
	Pruning Medium Tree	\$ 00 65	Piece Rate	The piece rate per tree for pruning small trees (two years of age and under) will be a minimum of \$0.20 per tree pruned. You must prune 36 small trees per hour. The piece rate per tree for pruning medium trees (three years to five years of age) will be a minimum of \$0.65 per tree pruned. You must prune 11 medium trees per hour. The piece rate per tree for pruning large trees (six years of age and over) will be a minimum of \$1.10 per tree pruned. You must prune 7 large trees per hour. These min
	Pruning - Large Trees	\$ 01 10	Piece Rate	The piece rate per tree for pruning small trees (two years of age and under) will be a minimum of \$0.20 per tree pruned. You must prune 36 small trees per hour. The piece rate per tree for pruning medium trees (three years to five years of age) will be a minimum of \$0.65 per tree pruned. You must prune 11 medium trees per hour. The piece rate per tree for pruning large trees (six years of age and over) will be a minimum of \$1.10 per tree pruned. You must prune 7 large trees per hour. These min
	Thinning - Small Trees	\$ 00 20	Piece Rate	The piece rate per tree for thinning small trees (two years of age and under) will be a minimum of \$0.20 per tree thinned. You must thin 18 small trees per hour. The piece rate per tree for thinning medium trees (three years to 5 years of age) will be a minimum of \$0.85 per tree thinned. You must thin 8 medium trees per hour. The piece rate per tree for thinning large trees (six years of age and over) will be a minimum of \$1.20 per tree thinned. You must thin 4 large trees per hour. These mini
	Thinning - Medium Trees	\$ 00 85	Piece Rate	The piece rate per tree for thinning medium trees (three years to 5 years of age) will be a minimum of \$0.85 per tree thinned. You must thin 8 medium trees per hour. The piece rate per tree for thinning large trees (six years of age and over) will be a minimum of \$1.20 per tree thinned. You must thin 4 large trees per hour. These mini
	Thinning - Large Trees	\$ 01 20	Piece Rate	The piece rate per tree for thinning small trees (two years of age and under) will be a minimum of \$0.20 per tree thinned. You must thin 18 small trees per hour. The piece rate per tree for thinning medium trees (three years to 5 years of age) will be a minimum of \$0.85 per tree thinned. You must thin 8 medium trees per hour. The piece rate per tree for thinning large trees (six years of age and over) will be a minimum of \$1.20 per tree thinned. You must thin 4 large trees per hour.
	Bell Pepper Harvest	\$ 00 50	Piece Rate	The piece rate paid for bell pepper & eggplant harvest will be \$0.50 per US bushel (bag) of bell peppers and eggplant harvested. This minimum piece rate may be adjusted upward at the sole discretion of the employer to account for adverse conditions affecting the level of effort required to accomplish the harvest according to the required specifications, as described above. You are required to harvest 14 bags per hour.
	Eggplant Harvest	\$ 00 50	Piece Rate	The piece rate paid for bell pepper & eggplant harvest will be \$0.50 per US bushel (bag) of bell peppers and eggplant harvested. This minimum piece rate may be adjusted upward at the sole discretion of the employer to account for adverse conditions affecting the level of effort required to accomplish the harvest according to the required specifications, as described above. You are required to harvest 14 bags per hour.
	Broccoli Harvest	\$ 01 00	Piece Rate	The piece rate paid for bell pepper harvest will be \$1.00 per US bushel (box) of broccoli harvested. This minimum piece rate may be adjusted upward at the sole discretion of the employer to account for adverse conditions affecting the level of effort required to accomplish the harvest according to the required specifications, as described above. You are required to harvest 5 boxes per hour.

H-2A Agricultural Clearance Order  
 Form ETA-790A Addendum A  
 U.S. Department of Labor



**A.9. Additional Crop or Agricultural Activities and Wage Offer Information**

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	Hourly Crop	\$ 11 . 81	Hour	AWER Rate
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Aiken 260	Derrick Road Johnston, South Carolina 29832 EDGEFIELD		1/12/2022	9/9/2022	400
Alexander	Old Plank Road Ridge Spring, South Carolina 29129 EDGEFIELD		1/12/2022	9/9/2022	400
Alexander 2	Highway 191 Johnston, South Carolina 29832 EDGEFIELD		1/12/2022	9/9/2022	400
Alexander 3	Highway 191 Johnston, South Carolina 29832 EDGEFIELD		1/12/2022	9/9/2022	400
Autry	Highway 191/Dickert Road Batesburg, South Carolina 29006 SALUDA		1/12/2022	9/9/2022	400
Barnes	Airport Road Johnston, South Carolina 29832 EDGEFIELD		1/12/2022	9/9/2022	400
Bell 1	Anderson Road Ridge Spring, South Carolina 29129 EDGEFIELD		1/12/2022	9/9/2022	400
Bell 2	Anderson Road Ridge Spring, South Carolina 29129 SALUDA		1/12/2022	9/9/2022	400
Bell 3	Ridgeview Lake Road Ridge Spring, South Carolina 29129 SALUDA		1/12/2022	9/9/2022	400
Bell 4	Ridgeview Lake Road Ridge Spring, South Carolina 29129 SALUDA		1/12/2022	9/9/2022	400



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bell 5	Highway 23 Ward, South Carolina 29168 SALUDA		1/12/2022	9/9/2022	400
Bell 6	Highway 23 Ward, South Carolina 29168 SALUDA		1/12/2022	9/9/2022	400
Bell 7	Highway 23 Ward, South Carolina 29168 SALUDA		1/12/2022	9/9/2022	400
Benny's	Highway 19 Trenton, South Carolina 29847 EDGEFIELD		1/12/2022	9/9/2022	400
Berry Place	Egg House Road Trenton, South Carolina 29847 EDGEFIELD		1/12/2022	9/9/2022	400
Berry Place	Egg House Road Trenton, South Carolina 29847 EDGEFIELD		1/12/2022	9/9/2022	400
Bill Penn	Highway 19 Trenton, South Carolina 29847 EDGEFIELD		1/12/2022	9/9/2022	400
Bill Williams 1	Highway 19 Trenton, South Carolina 29847 EDGEFIELD		1/12/2022	9/9/2022	400
Bill Williams Home Place	Highway 19 Trenton, South Carolina 29847 EDGEFIELD		1/12/2022	9/9/2022	400
Boatwright	Old Plank Road Ridge Spring, South Carolina 29129 EDGEFIELD		1/12/2022	9/9/2022	400



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Brumbles	Ridgeview Lake Road Ridge Spring, South Carolina 29129 SALUDA		1/12/2022	9/9/2022	400
Bush Place	Hair Road Ridge Spring, South Carolina 29129 EDGEFIELD		1/12/2022	9/9/2022	400
Cell Tower	Highway 191 Johnston, South Carolina 29832 EDGEFIELD		1/12/2022	9/9/2022	400
Charlie Rauton	McCreight Road Johnston, South Carolina 29832 EDGEFIELD		1/12/2022	9/9/2022	400
Chicken House	Highway 1 Batesburg, South Carolina AIKEN		1/12/2022	9/9/2022	400
Clark	Waterworks Raod Ridge Spring, South Carolina 29129 EDGEFIELD		1/12/2022	9/9/2022	400
Cook 1	Highway 19 Trenton, South Carolina 29847 EDGEFIELD		1/12/2022	9/9/2022	400
Cumbee	Mt. Calvary Road Ridge Spring, South Carolina 29129 EDGEFIELD		1/12/2022	9/9/2022	400
Cumbee - RS	Highway 39 Ridge Spring, South Carolina 29129 EDGEFIELD		1/12/2022	9/9/2022	400
Danny Day	Highway 39 Trenton, South Carolina 29847 EDGEFIELD		1/12/2022	9/9/2022	400



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Davis	Davis Road Ridge Spring, South Carolina 29129 EDGEFIELD		1/12/2022	9/9/2022	400
Davis 2	Davis Road Ridge Spring, South Carolina 29129 EDGEFIELD		1/12/2022	9/9/2022	400
Davis 3	Ridgeview Lake Road/Hwy 23 Ridge Spring, South Carolina 29129 EDGEFIELD		1/12/2022	9/9/2022	400
Davis Land	Davis Road/State Road Ridge Spring, South Carolina 29129 EDGEFIELD		1/12/2022	9/9/2022	400
Doc. Watson 1	Airport Raod Trenton, South Carolina 29847 EDGEFIELD		1/12/2022	9/9/2022	400
Doc Watson 2	Highway 19 Trenton, South Carolina 29847 EDGEFIELD		1/12/2022	9/9/2022	400
Doran	Rachel Road Ridge Spring, South Carolina 29129 EDGEFIELD		1/12/2022	9/9/2022	400
Ed Gregory	Rachel Road Ridge Spring, South Carolina 29129 EDGEFIELD		1/12/2022	9/9/2022	400
Farmer	mt. Calvary road Ridge Spring, South Carolina 29129 EDGEFIELD		1/12/2022	9/9/2022	400
Farmer	Mt. Calvery Road Ridge Spring, South Carolina 29129 EDGEFIELD		1/12/2022	9/9/2022	400





H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
FB Smith	Davis Road Ridge Spring, South Carolina 29129 EDGEFIELD		1/12/2022	9/9/2022	400
Fick	Woodyard Road Johnston, South Carolina 29832 EDGEFIELD		1/12/2022	9/9/2022	400
Franklin	Highway 191 Johnston, South Carolina 29832 EDGEFIELD		1/12/2022	9/9/2022	400
Frick	Highway 23/Topaz Road Hibernia, South Carolina SALUDA		1/12/2022	9/9/2022	400
Gene Holmes	Highway 191 Johnston, South Carolina 29832 EDGEFIELD		1/12/2022	9/9/2022	400
George Rhoden	Archie Ware Road Ridge Spring, South Carolina 29129 EDGEFIELD		1/12/2022	9/9/2022	400
Guy Rultand	Mt. Calvary Road Ridge Spring, South Carolina 29129 EDGEFIELD		1/12/2022	9/9/2022	400
Guy Rutland II	Mt. Calvary Road Ridge Spring, South Carolina 29129 EDGEFIELD		1/12/2022	9/9/2022	400
Hamp Holmes 1	Airport Road Trenton, South Carolina 29847 EDGEFIELD		1/12/2022	9/9/2022	400
Hamp Holmes 2	Airport Road Trenton, South Carolina 29847 EDGEFIELD		1/12/2022	9/9/2022	400



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Hamp Holmes 3	Pine House Road Trenton, South Carolina 29847 EDGEFIELD		1/12/2022	9/9/2022	400
Hamp Holmes 4	Marsh Place Road Trenton, South Carolina 29847 EDGEFIELD		1/12/2022	9/9/2022	400
Hamp Holmes 5	State Hwy S-19-149 Trenton, South Carolina 29847 EDGEFIELD		1/12/2022	9/9/2022	400
Hamp Holmes 6	Marsh Place Road Trenton, South Carolina 29847 EDGEFIELD		1/12/2022	9/9/2022	400
Hamp Holmes Shed	HE Holmes Road Ridge Spring, South Carolina 29129 EDGEFIELD		1/12/2022	9/9/2022	400
Harry Miller	Highway 19 Trenton, South Carolina 29847 EDGEFIELD		1/12/2022	9/9/2022	400
Herlong 1	Pitts Branch Ridge Spring, South Carolina 29129 SALUDA		1/12/2022	9/9/2022	400
Herlong 2	Pitts Branch Ridge Spring, South Carolina 29129 SALUDA		1/12/2022	9/9/2022	400
Herrin	Ridgeview Lake Road Hibernia, South Carolina SALUDA		1/12/2022	9/9/2022	400
Hibernia	Hwy 23/Corley Pond road Ridge Spring, South Carolina 29129 SALUDA		1/12/2022	9/9/2022	400



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Home Place	RW DuBose Road Ridge Spring, South Carolina 29129 EDGEFIELD		1/12/2022	9/9/2022	400
Hutto	Fieldstone Road Holly Hill, South Carolina ORANGEBURG		1/12/2022	9/9/2022	400
Hwy 23	Highway 23 Ridge Spring, South Carolina 29129 EDGEFIELD		1/12/2022	9/9/2022	400
Hwy 23 II	Highway 23 Ridge Spring, South Carolina 29129 SALUDA		1/12/2022	9/9/2022	400
Hwy 25	Highway 23 Trenton, South Carolina 29847 EDGEFIELD		1/12/2022	9/9/2022	400
Hwy 25	Highway 23 Trenton, South Carolina 29847 EDGEFIELD		1/12/2022	9/9/2022	400
Ida Lou	Highway 23 South Carolina SALUDA		1/12/2022	9/9/2022	400
Jackson 1	Derrick Road Johnston, South Carolina 29832 EDGEFIELD		1/12/2022	9/9/2022	400
Jackson 2	Derrick Road Johnston, South Carolina 29832 EDGEFIELD		1/12/2022	9/9/2022	400
Landcaster	Vance Road Bowman, South Carolina ORANGEBURG		1/12/2022	9/9/2022	400



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Lawson Pond	Lawson Pond Lane Cross, South Carolina SALUDA		1/12/2022	9/9/2022	400
LM Asbill	Ridgeview Lake Road Ridge Spring, South Carolina 29129 EDGEFIELD		1/12/2022	9/9/2022	400
McClain	Highway 191 Johnston, South Carolina 29832 EDGEFIELD		1/12/2022	9/9/2022	400
Mills	Highway 191 Johnston, South Carolina 29832 EDGEFIELD		1/12/2022	9/9/2022	400
Murphy	Airport Road Trenton, South Carolina 29847 EDGEFIELD		1/12/2022	9/9/2022	400
Murphy II	Airport Road Trenton, South Carolina 29847 EDGEFIELD		1/12/2022	9/9/2022	400
Murray	Hwy 23/Grapvine Road Hibernia, South Carolina EDGEFIELD		1/12/2022	9/9/2022	400
MW Yonce	Beech creek road johnston, South Carolina 29832 EDGEFIELD		1/12/2022	9/9/2022	400
Nicholson	McCreight Road Johnston, South Carolina 29832 EDGEFIELD		1/12/2022	9/9/2022	400
Norris Brroks	Highway 23 Ridge Spring, South Carolina 29129 EDGEFIELD		1/12/2022	9/9/2022	400



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Noel.	McCreight Road Ridge Spring, South Carolina 29129 EDGEFIELD		1/12/2022	9/9/2022	400
Padgett	Airport Road Trenton, South Carolina 29847 EDGEFIELD		1/12/2022	9/9/2022	400
Pond House	Highway 191 Ridge Spring, South Carolina 29129 EDGEFIELD		1/12/2022	9/9/2022	400
Possum Hollow	Mt. Calvary Road Ridge Spring, South Carolina 29129 EDGEFIELD		1/12/2022	9/9/2022	400
Preston Yonce	Ridgeview Lake Road Ridge Spring, South Carolina 29129 EDGEFIELD		1/12/2022	9/9/2022	400
Quattlebaum	Early Sims Road Monetta , South Carolina AIKEN		1/12/2022	9/9/2022	400
Rainsford	Mt. Calvary Road Trenton, South Carolina 29847 EDGEFIELD		1/12/2022	9/9/2022	400
Rauton	Mt. Calvary Road Edgefield, South Carolina 29824 EDGEFIELD		1/12/2022	9/9/2022	400
Ronald Clark	McCreight Road Johnston, South Carolina 29824 EDGEFIELD		1/12/2022	9/9/2022	400
Rutland	McCreight Road Edgefield, South Carolina 29824 EDGEFIELD		1/12/2022	9/9/2022	400



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Santee	Old State Road Holly Hill, South Carolina ORANGEBURG		1/12/2022	9/9/2022	400
scott place	mccreight road johnston, South Carolina 29832 EDGEFIELD		1/12/2022	9/9/2022	400
Siegler	Highway 191 Johnston, South Carolina 29824 EDGEFIELD		1/12/2022	9/9/2022	400
Smith by Shed	Ridgeview Lake Road Ridge Spring, South Carolina 29129 EDGEFIELD		1/12/2022	9/9/2022	400
Silas Harmon	Beechcreek road Johnston, South Carolina 29824 EDGEFIELD		1/12/2022	9/9/2022	400
Thrailkill	Mt. Calvary Road Ridge Spring, South Carolina 29129 EDGEFIELD		1/12/2022	9/9/2022	400
Timmerman	Mt. Calvary Road Trenton, South Carolina AIKEN		1/12/2022	9/9/2022	400
Tindal	Branchdale HWy Eutawville, South Carolina ORANGEBURG		1/12/2022	9/9/2022	400
Tommy Dubose	McCreight Road Ridge Spring, South Carolina 29129 EDGEFIELD		1/12/2022	9/9/2022	400
Trudy Holmes	Highway 191 Johnston, South Carolina 29832 EDGEFIELD		1/12/2022	9/9/2022	400





H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Watson - RW	Mt. Calvary Road Ridge Spring, South Carolina 29129 SALUDA		1/12/2022	9/9/2022	400
Watson D&D	Highway 23 Ridge Spring, South Carolina SALUDA		1/12/2022	9/9/2022	400
WB Yonce	Ridgeview Lake Road Ridge Spring, South Carolina 29129 EDGEFIELD		1/12/2022	9/9/2022	400
Wilbur Holmes 1	Luke Bridge Road Johnston, South Carolina 29832 EDGEFIELD		1/12/2022	9/9/2022	400
Wilbur Holmes 2	JW Yonce Road Johnston, South Carolina 29832 EDGEFIELD		1/12/2022	9/9/2022	400
William Rauton	Beechcreek road Johnston, South Carolina 29832 EDGEFIELD		1/12/2022	9/9/2022	400
Wise.	Luke Bridge Road Johnston, South Carolina 29832 EDGEFIELD		1/12/2022	9/9/2022	400
Walthers	Oak Ridge Road Windsor, South Carolina AIKEN		1/12/2022	9/9/2022	400

H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor



**D. Additional Housing Information**

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Applicable Housing Standards *
Block	134-136 Rachel Road Ridge Spring, South Carolina 29129 EDGEFIELD		4	54	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Block	76-80 Davis Road Ridge Spring, South Carolina 29129 EDGEFIELD		3	44	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Block	74 Davis Road Ridge Spring, South Carolina 29129 EDGEFIELD		2	38	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Block	75-81 Davis Road Ridge Spring, South Carolina 29129 EDGEFIELD		7	248	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Block	60-64 Buddy Road Johnston , South Carolina 29832 EDGEFIELD		3	74	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Block	152-154 Deidre Drive Ward, South Carolina 29166 EDGEFIELD		2	50	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Block	77-79 Morris Cemetary Road johnston, South Carolina 29832 EDGEFIELD		2	41	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Mobile	1042 McCreight Road Ridge Spring, South Carolina 29129 EDGEFIELD		1	5	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Block	1775 Mt. Calvary Road Ridge Spring, South Carolina 29129 EDGEFIELD		3	88	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Block	855 Archie Ware Road Ridge Spring, South Carolina 29129 EDGEFIELD		1	44	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal

H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor



**D. Additional Housing Information**

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Applicable Housing Standards *
Block	205-205B HWY 121 Trenton, South Carolina 29847 EDGEFIELD		2	34	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
BLOCK	1374 McCreight Road Ridge Spring, South Carolina 29129 EDGEFIELD		1	10	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Mobile	Ridge Spring Ridge Spring, South Carolina 29129 EDGEFIELD		1	6	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Block	6535 N. Brewington Road Gable, South Carolina CLARENDON		1	120	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor

**H. Additional Material Terms and Conditions of the Job Offer**

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers will perform various duties all associated with planting, cultivation, and harvesting peaches and other named in this order. Sanitation Requirements: For food and general personal safety purposes, all workers will be required and expected to follow common sanitary practices at all times. This is particularly critical when hand-harvesting crops for human consumption. Employees are required to cleanse their hands by washing them thoroughly with soap and water after using the provided bathroom accommodations and before entering the fields for harvest activities or the packing facility for packing operations.</p> <p>Picking Peaches: Worker will be assigned a row, usually with a partner, and is responsible for picking all the proper peaches from that row, or half row. Peaches are selected from the tree according to size and/or color standard set by the picking supervisor. In some instances, peach harvest will be done from a six-foot ladder weighing up to 30 lbs. All workers must be able to lift, carry, and work from the top of the ladder. The entire tree must be checked to ensure removal of all fruit meeting-picking requirements. Peaches are placed gently in the picking container until container is full. The full picking container weighing up to 50 lbs. is then taken to peach wagon and gently emptied into a field bin, taking care of not to spill or bruise the fruit in the container or in the field bin. Production will be recorded electronically each time a unit of peaches is delivered to the field bin. Workers piece rate pay may be determined by the total number of field bins picked by that worker. Field bin volume will be determined by visual observation that the bin is full and level. Workers are to stay on their assigned row unless directed by a supervisor to change, or to help someone out sporadically. Picking units will be kept free of limbs, leaves or mushy fruit. Workers may be required to use various harvest containers such as a basket or other half bushel container which will require field grading. In this instance extra care must be used to insure that each piece of fruit is undamaged and perfect. Production will be recorded /electronically each time a unit of peaches is delivered to field wagon. Workers will be required to pick up and return picking ladders to the ladder wagon provided by the grower at the end of each workday or as directed by the grower or designated supervisor. Pruning: While pruning trees, workers will receive proper tools for the particular job, i.e., saw, prunes, and hand snips. These tools will be returned to the employer at the end of the task. The cost of tools destroyed maliciously or lost carelessly will be deducted from workers wages. The supervisor will set a standard or pattern for each orchard and will demonstrate and communicate this to workers. Workers will be assigned rows of trees and must prune each tree according to the predetermined standard. In some instances, peach pruning will be done from a six-foot ladder weighing up to 30 lbs. All workers must be able to lift and carry ladder, as well as work from the top of the ladder. Workers must remove all resulting material from the peach trees rendered from performing pruning tasks. When pruning is complete on each tree, each worker is required to rake and scatter the resulting brush in the center of the tractor/equipment rows. Workers will receive credit for the number of trees pruned using electronic data collection. Workers will be required to pick up and return pruning ladders to the ladder wagon provided by the grower at the end of each work day or as directed by the grower or designed supervisor.</p>			

b. Job Offer Information 2

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>A) The employer will make the following deductions from the Worker's wages: FICA taxes, State (if applicable) and Federal Income tax as required by law. Workers will be charged for the following: cash advances and repayment of loans, repayment of overpayment of wages to the worker, payment for articles which the Worker has voluntarily purchased from the Employer, long-distance telephone charges, recovery of any loss to the Employer due to the Worker's damage (beyond normal wear and tear) or loss of equipment or housing items where it is shown that the Worker is responsible, and any other charges expressly authorized by the Worker in writing. There may be deductions that reduce your pay below the stated contract wage; but will not reduce your pay below Federal or State Minimum Wage, whichever is higher. FICA, State and Federal taxes will not be deducted from those worker's wages that are working under a temporary, agricultural visa unless discovered it is a requirement</p>			

H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor



**H. Additional Material Terms and Conditions of the Job Offer**

c. Job Offer Information 3

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * All workers must have at least 3 months verifiable experience hand-harvesting a perishable crop. Worker must be able to provide contactable references from similar farm operations to attest to experience.  Sanitation Requirements: For food and general personal safety purposes, all workers will be required and expected to follow common sanitary practices at all times. This is particularly critical when hand-harvesting crops for human consumption. Employees are required to cleanse their hands by washing them thoroughly with soap and water after using the provided bathroom accommodations and before entering the fields for harvest activities or the packing facility for packing operations			

d. Job Offer Information 4

1. Section/Item Number *	C.6	2. Name of Section or Category of Material Term or Condition *	Additional Place of Employment Information
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Aiken County, South Carolina Edgefield, South Carolina Saluda County, South Carolina Orangeburg County, South Carolina Clarendon County, South Carolina Berkeley County, South Carolina Jobs on multiple worksites within each county.			



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor

**H. Additional Material Terms and Conditions of the Job Offer**

e. Job Offer Information 5

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties (3)
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> Packing Operation Workers are required to maintain their work area keeping it free of trash and other debris throughout the workday may be required to perform any of the following duties in the packing house:  Grading Working carefully remove any leaves from product as defined by grading supervisor as produce move across grading tables. Fruit must be handled carefully to avoid bruises or fingernail cuts.  Fillers Workers box the graded product in appropriate containers by attending automatic fillers or by hand as necessary according to packaging instructions disclosed by the supervisor.  Bell Peppers & Eggplant Workers may plant, cultivate, and harvest Bell Pepper and Eggplant. Workers will bend and stoop to plant or may be required to chop out weeds with a hoe or pull by hand. Workers will cultivate and harvest bell peppers and eggplant according to size, color, shape and degree of maturity and place into specified field containers as disclosed by the supervisor. Workers may carry full container weighing approximately fifty (50) lbs. and empty into field bin or load onto trailer. Time worked or the amount of produce picked will be recorded electronically. Worker's piece rate pay may be determined by the total number of field bins picked by that worker. Field bin volume will be determined by visual observation that the bin is full and level. Workers are to stay on their assigned row unless directed by a supervisor to change, or to help someone out sporadically. May be required to pull and discard culls as directed by supervisor. Pickers will take care not to bruise or scar produce.  Broccoli Workers may plant, cultivate, and harvest broccoli. Workers may perform any of the following duties involved in growing broccoli. Workers will plant seedlings into prepared fields. Workers may apply fertilizer and crop protectants according to supervisors' directions. Workers will chop out weeds with a hoe or pull by hand. Workers may string and stake broccoli by hand. Workers will cut mature heads using knife as specified by employer. Products will then be placed into sacks or boxes and placed on trailer for transport. Workers may grade products removing bad or damaged leaves and repack for shipment. Workers will be required to stay on their assigned row. Workers must take care if using knives to ensure their and other workers safety. Other conditions same as above.  Minor Crops This employer may grow one or more other crops. Farmers frequently decide whether to plant these crops and what additional crops they will plant after this application is submitted. Information on crops planted after submission of this application will be disclosed in writing to the U.S. Department of Labor for approval as soon as it is known.  Levelers Boxed product is carefully hand-leveled by worker to assure an even level of product in each container. Excess product is removed from overfilled boxes and placed carefully in separate containers as directed by supervisor.  Box Machine Operators Machines are fed flat corrugated product by worker to produce a glued container. Workers feed finished containers into a chute for fillers.			

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties (4)
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> Stackers Workers must be able to pick up filled boxes weighing up to 50 lbs. from conveyor and stack carefully by prescribed pattern and height onto pallets directed by loading supervisor.  Support jobs include but are not limited to bin and pallet repair and after-hours cleanup.  Incident to and in conjunction with other agricultural operations on the farm, workers will perform secondary agriculture functions, as described at 29 C.F.R. 780.105 (c). That include assisting with maintenance and upkeep of worker housing facilities, including stocking supplies, mopping, sweeping, garbage removal, and general clean-up to provide a high standard for safe and secure living conditions in compliance with applicable health and safety regulations. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean matter. Before occupancy, housing shall be in compliance with OSHA standards set forth in 29 CFR 1910.142. If there is a problem with the housing, it is the worker's responsibility to mention it to the employer. If for any reason rental housing is required, these facilities would also comply with local and state health and safety standards			





H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor

**H. Additional Material Terms and Conditions of the Job Offer**

g. Job Offer Information 7

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Terms and Conditions of Employment
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>A). Discipline and/or Termination: Employer may discipline and/or terminate the worker for lawful job-related reasons and so notify the Job Service local office of the termination if the worker:</p> <ul style="list-style-type: none"><li>a) refuses without justified cause to perform work for which the worker was recruited and hired</li><li>b) commit serious act(s) of misconduct or serious or repeated violation(s) of Work Rules attached hereto</li><li>c) fails after completing the training period to perform the work as specified in Section 16 and ETA 790 Attachment</li><li>d) malingers or otherwise refuses without justified cause to perform as directed the work for which the Worker was recruited and hired</li><li>e) provides other lawful job-related reason(s) for termination of employment including violation of work and housing rules</li><li>f) abandons his employment</li><li>g) fails to meet applicable production standards or keep up with fellow workers</li><li>h) falsifies identification, personnel, medical, production or other work-related records</li><li>i) fails or refuses to take a drug test that will be conducted at no cost to the worker</li><li>j) commits acts of insubordination</li><li>k) the employer may terminate the worker (foreign or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.</li><li>l) see above work and housing rules.</li></ul> <p>?- Reason beyond employer's control includes termination of workers, if he is not a U.S. worker because a U.S. worker makes himself available for the job under DOL's 50% rule.</p> <p>?Workers must notify the employer prior to voluntarily terminating their employment.</p> <p>?All wages due will be forwarded to the last known address for workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment.</p> <p>?This employer has a ?no complete, no rehire? policy.</p> <p>?Termination for lawful job-related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with this employer. Workers who abandon their employment without notice during the period covered by this work agreement will be disqualified from future employment opportunities with this employer.</p> <p>?Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with this employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case-by-case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no complete - no rehire policy.</p>			

h. Job Offer Information 8

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Terms and Conditions of Employment (2)
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>B). The employer may discipline the worker, including requiring the worker to leave the field ("time out") for a period determined by the supervisor, suspension from employment for up to three days, or termination of employment as described in termination (A) above.</p> <p>C). Injuries: Worker will be covered by Worker's Compensation Insurance or equivalent employer provided insurance for injuries arising out of and in the course of employment. Employer assures that there will be no lapse in coverage for workers compensation. The employer's workers compensation will be provided throughout the entire length of the contract period Employer's proof of insurance coverage will be provided to the Regional Administrator before certification is granted. All workers must report all work-related injuries and illnesses to their employer as soon as is reasonably possible. Failure not to do so may result in termination.</p> <p>D). Employer Obligation if Employment Extended: No extension of employment beyond the Period of Employment specified in the job order shall relieve the Employer from paying the wages already earned, or if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the Worker.</p> <p>E). Employer Notification of Changes in Employment Terms and Conditions: Employers will expeditiously notify the order-holding local office or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment. The terms of this Work Agreement thereafter may be changed upon posted notice to the Worker.</p> <p>F). Outreach Workers: Outreach workers shall have reasonable access to the Worker in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.</p> <p>G). Training: There will be a short demonstration period (up to 1 hr.) to familiarize workers with job specifications, to demonstrate proper methods and other crop specific issues. The employer will provide training /instruction for the crop activity covered within the job description. After completion of the training period the employer will expect all workers to possess the skills to work in the production of the crops noted in Item II. For purposes of this section, seven or more hours will be considered one day.</p>			



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor

**H. Additional Material Terms and Conditions of the Job Offer**

i. Job Offer Information 9

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Terms and Conditions of Employment (3)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>H). Work Agreement: copy of the contract or Job Clearance Order and work rules (copy attached) will be provided to the worker by the employer no later than on the day the time at which the worker applies for the visa (for foreign workers), or to a worker in corresponding employment no later than when the when employment is offered.</p> <p>I). U.S. workers may or may not be covered by unemployment insurance and may or may not be eligible under current unemployment regulations.</p> <p>J). Employer agrees to abide by the regulations at 20 CFR 655.135, Assurances, and 20 CFR 653.501.</p> <p>K).The employer as a part of positive recruitment as per 20 CFR 655.154 is willing, if and when any substantial number of applicants are available, to coordinate group transportation arrangements (to facilitate their purchase of bus tickets etc.), where appropriate, and to provide any additional information that workers need to coordinate their arrival.</p> <p>L) We are an equal opportunity employer. Women and minorities are encouraged to apply to these positions.</p> <p>M). There are not any strikes, work stoppage, slowdowns or interruption of operations by employees at the place where the workers will be employed.</p> <p>N). For workers covered by 29 CFR 500.075(8), there are not any arrangements made with establishment owners or agents for the payment of a commission or other benefits for sales made to the workers.</p> <p>O). SUBSTANCE ABUSE POLICY: This employer will strive to provide a safe and healthful work environment, free of substance abuse, for the protection of our associates, employees, and visitors. The use, possession or being under the influence of illegal drugs or alcohol during working time is prohibited. (Alcohol may be permitted in the housing facility outside of work hours.) Employees may also be requested to take random drug tests at no cost to the worker. Workers are subject to random drug testing effective after their first date of work. Failure to comply with the request or testing positive will result in immediate termination.</p> <p>P). Pursuant to 20 CFR 655.135(i)(1), each employee that enters the United States with an H2-a temporary work visa must return at the end of the period listed in this contract and certified by the U.S. Department of Labor or upon separation from the employer, whichever is earlier, unless the employee is being sponsored by another subsequent H2-a employer.</p>			

j. Job Offer Information 10

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties (5) - Cleaning
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Incident to and in conjunction with other agricultural operations on the farm, workers will perform secondary agriculture functions, as described at 29 C.F.R. 780.105 (c). That include assisting with maintenance and upkeep of worker housing facilities, including stocking supplies, mopping, sweeping, garbage removal, and general clean-up to provide a high standard for safe and secure living conditions in compliance with applicable health and safety regulations. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean matter. Before occupancy, housing shall be in compliance with OSHA standards set forth in 29 CFR 1910.142. If there is a problem with the housing, it is the worker's responsibility to mention it to the employer. If for any reason rental housing is required, these facilities would also comply with local and state health and safety standards.</p>			



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor

**H. Additional Material Terms and Conditions of the Job Offer**

k. Job Offer Information 11

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - Referral (2)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Interested candidates are to contact their local State Workforce office. Candidates should be fully apprised by the local SWA office of the terms, conditions and nature of employment prior to referral and be given a copy of the ETA 790 and its corresponding attachments. SWA agents who have screened candidates for all season availability and legality to work in the US may fax qualified referrals to (803)685-5381; email them to Titan Peach Farms, Inc. at: H2a@titanfarms.com or mail to Titan Peach Farms, Inc. at 5R.W. DuBose Road, Ridge Spring, SC29129. Completing an application is part of the Interview process. All referrals are to be made at telephone: 803-685-5381. Collect calls will not be accepted. The office hours are Monday thru Friday from 9:00 a.m. to 11 :00a.m. and 1:00 p.m. to 3:00 p.m. All local intrastate applicants may apply directly to the employer by telephone. All interstate applicants are encouraged but not required to first contact the nearest [one-stop] career center prior to contacting the employer for any updated information regarding the job prior to referral. For referrals from beyond normal commuting distance, an application or a telephone interview may be requested by contacting the employer. The employer will contact all applicants who have submitted an application by phone to conduct an interview. Workers are screened for compliance with the/following criteria: a) confirm ability, availability, qualifications and willingness to perform work described and confirm intention to work the entire season, 2) local workers confirm availability of reliable daily transportation to and from the job site for the entire season. Non local workers confirm availability of transportation to job site to begin work, 3) confirmation of full disclosure of all terms, conditions, and nature of work-job by local employment staff, 4) affirmative confirmation of legal qualifications to work in the US as described below. The employer may terminate the worker (foreign and/or domestic) with notification to the employment service If employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.</p>			

l. Job Offer Information 12

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - Referral (3)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers are screened for compliance with the following criteria:</p> <p>a. Confirm ability, availability, qualifications and willingness to perform work described and confirm intention to work for entire season.</p> <p>b. Local workers confirm availability of reliable daily transportation to and from the job site for the entire season. Nonlocal workers confirm availability of transportation to job site to begin work.</p> <p>c. Confirmation of full disclosure of all terms and conditions and nature of work- job description by local employment service staff.</p> <p>d. Affirmative confirmation of legal qualifications to work in the US as described below.</p> <p>Employer will accept referrals or applications from any source. All local and intrastate (in state) applicants may be referred by the State Workforce Agency (SWA) directly to the employer for interview or interested applicants may contact employer directly. Although not required, all interstate(out of state) applicants interested in this job offer are strongly encouraged to solicit the assistance of the nearest local employment services (SWA) in their state for a referral to employer to insure full disclosure of the terms and conditions, and to confirm employment starting date prior to departing. This will help to avoid confusion and mistakes. Interstate SWAs are strongly encouraged to contact the order holding office prior to contacting the employer to confirm the terms, conditions and start date of the job. Workers referred by SWAs should be fully apprised by the local employment office of the terms, conditions, and nature of employment prior to referral. Only workers legally entitled to work in the United States and who possess original identity and employment eligibility documents sufficient to complete INS Form I-9, as required by the Immigration and Nationality Act, should report to work. Workers referred against this order should be informed that they must have these documents in their possession when they arrive at the place of employment to go to work. Employees must present an original document or documents that establish identity and employment eligibility as required by the INA within three business days of the date employment begins. Please see the back of the form I-9 for a list of acceptable documents. Employees who do not comply with this requirement by the end of the third workday will not be permitted to continue employment until this requirement has been satisfied.</p> <p>The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.</p>			



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor

**H. Additional Material Terms and Conditions of the Job Offer**

m. Job Offer Information 13

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Transportation
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The Employer will not advance transportation and subsistence costs to Workers for transportation to the place of employment.</p> <p>The following paragraphs related to inbound and outbound transportation pertain only to workers who are not within commuting distance and cannot reasonably return to their place of residence the same day and are, therefore, eligible for the benefit.</p> <p>For workers eligible for the inbound transportation and subsistence benefit, the Employer will reimburse workers who complete 50 percent of the work contract period and who are beyond commuting distance the reasonable cost of transportation and subsistence from the place from which the worker has come to work for the employer, whether in the U.S. or abroad to the place of employment. The amount of the reimbursement for transportation cost will be the worker's actual transportation cost from the place from which the worker has come to work for the employer to the employer's place of employment or, by regulation at 20 CFR 655.122(h)(1), the amount not to exceed the most economical and reasonable common carrier transportation cost for the distance involved, whichever is less, unless the worker is transferring to the job (with proper status) from another certified farm, if applicable, from within the United States (which will be the point of departure for calculating the reimbursement unless the previous employer has already paid). The employer reserves the right to assist in coordinating charter or other transportation to assure the lowest available inbound transportation cost. Such inbound transportation will be at the worker's expense. Workers who do not avail themselves of such transportation, when available, will be reimbursed only the per worker cost of the employer-arranged transportation or the most economical and reasonable common carrier transportation cost for the distance involved, whichever is cheapest. Workers are always free to choose their own means of inbound transportation at their own liability.</p> <p>For workers who complete the work contract and are eligible for the outbound transportation benefit and the worker has no immediate subsequent H2-A employment, the Employer will provide or pay for the worker's reasonable cost of return transportation and subsistence from the place of employment to the place from which the worker came to work for the employer, except when the worker will not be returning to the original place of departure due to subsequent employment with another employer. If the subsequent employer has not agreed to provide or pay for the worker's transportation to the subsequent place of employment, the Employer will provide or pay for the transportation and subsistence to the subsequent place of employment in lieu of providing or paying for such expenses from the place of employment to the place from which the worker originally departed to work for the employer. If the subsequent employer has agreed to provide or pay for the worker's transportation and subsistence to the subsequent place of employment the Employer will not provide or pay for such expenses. The Employer reserves the right to assist in arranging charter or other return transportation. Workers eligible for this benefit who do not wish to avail themselves of the employer arranged return transportation will be provided their outbound transportation and subsistence checks as soon as all work is completed, as determined by the Employer, and the worker is ready to depart.</p>			

n. Job Offer Information 14

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Transportation (4)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers may select any means of transportation home they choose; however, the reimbursement is limited to the most economical and reasonable common carrier transportation cost for the distance involved, or the workers actual cost, whichever is less. Workers who arrange their own transportation understand they assume all liability and hold the employer harmless for any damages, injuries, and/or personal or property losses.</p> <p>The employer will not reimburse, pay for or provide transportation and subsistence to a worker who does not provide documentation of identity and employment eligibility required to complete INS Form I-9, or who has knowledge at the place of recruitment that he cannot perform the duties of the job as described in this job order, or who abandons his employment, or who is discharged for lawful job related reasons. The Employer will provide or pay for transportation and subsistence under this agreement if the worker is terminated because of work related injury and is so certified by a doctor acceptable to the Employer before leaving the place of employment, or is terminated because of an Act of God which makes fulfillment of the work contract impossible or if the worker is displaced by a U.S. worker under the 50% rule in 20 CFR 655.122(i)(4).</p> <p>Daily subsistence reimbursement will be paid to workers who are eligible for reimbursement of transportation costs in accordance with the regulations at 20 CFR 655.122(h)(1-2), which refers to 20 CFR 655.173(a). The employer will pay subsistence reimbursement at a rate of \$13.17 per day in the absence of receipts submitted by the worker qualified for the benefit. With receipts, payment is capped at \$55.00 per day for this conditional benefit.</p>			



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor

**H. Additional Material Terms and Conditions of the Job Offer**

o. Job Offer Information 15

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Transportation (2)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The amount of the reimbursement for transportation cost will be the worker's actual transportation cost from the place from which the worker has come to work for the employer to the employer's place of employment or, by regulation at 20 CFR 655.122(h)(1), the amount not to exceed the most economical and reasonable common carrier transportation cost for the distance involved, whichever is less, unless the worker is transferring to the job (with proper status) from another certified farm, if applicable, from within the United States (which will be the point of departure for calculating the reimbursement unless the previous employer has already paid). The employer reserves the right to assist in coordinating charter or other transportation to assure the lowest available inbound transportation cost. Such inbound transportation will be at the worker's expense. Workers who do not avail themselves of such transportation, when available, will be reimbursed only the per worker cost of the employer-arranged transportation or the most economical and reasonable common carrier transportation cost for the distance involved, whichever is cheapest. Workers are always free to choose their own means of inbound transportation at their own liability.</p> <p>For workers who complete the work contract and are eligible for the outbound transportation benefit and the worker has no immediate subsequent H2-A employment, the Employer will provide or pay for the worker's reasonable cost of return transportation and subsistence from the place of employment to the place from which the worker came to work for the employer, except when the worker will not be returning to the original place of departure due to subsequent employment with another employer. If the subsequent employer has not agreed to provide or pay for the worker's transportation to the subsequent place of employment, the Employer will provide or pay for the transportation and subsistence to the subsequent place of employment in lieu of providing or paying for such expenses from the place of employment to the place from which the worker originally departed to work for the employer. If the subsequent employer has agreed to provide or pay for the worker's transportation and subsistence to the subsequent place of employment the Employer will not provide or pay for such expenses. The Employer reserves the right to assist in arranging charter or other return transportation. Workers eligible for this benefit who do not wish to avail themselves of the employer arranged return transportation will be provided their outbound transportation and subsistence checks as soon as all work is completed, as determined by the Employer, and the worker is ready to depart. Workers may select any means of transportation home they choose; however, the reimbursement is limited to the most economical and reasonable common carrier transportation cost for the distance involved, or the workers actual cost, whichever is less. Workers who arrange their own transportation understand they assume all liability and hold the employer harmless for any damages, injuries, and/or personal or property losses.</p>			

p. Job Offer Information 16

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Transportation (3)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The employer will not reimburse, pay for or provide transportation and subsistence to a worker who does not provide documentation of identity and employment eligibility required to complete INS Form I-9, or who has knowledge at the place of recruitment that he cannot perform the duties of the job as described in this job order, or who abandons his employment, or who is discharged for lawful job related reasons. The Employer will provide or pay for transportation and subsistence under this agreement if the worker is terminated because of work related injury and is so certified by a doctor acceptable to the Employer before leaving the place of employment, or is terminated because of an Act of God which makes fulfillment of the work contract impossible or if the worker is displaced by a U.S. worker under the 50% rule in 20 CFR 655.122(i)(4).</p> <p>Daily subsistence reimbursement will be paid to workers who are eligible for reimbursement of transportation costs in accordance with the regulations at 20 CFR 655.122(h)(1-2), which refers to 20 CFR 655.173(a). The employer will pay subsistence reimbursement at a rate of \$13.17 per day in the absence of receipts submitted by the worker qualified for the benefit. With receipts, payment is capped at \$55.00 per day for this conditional benefit.</p> <p>The Employer will not advance transportation and subsistence costs to Workers for transportation to the place of employment.</p> <p>The following paragraphs related to inbound and outbound transportation pertain only to workers who are not within commuting distance and cannot reasonably return to their place of residence the same day and are, therefore, eligible for the benefit.</p>			



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor

**H. Additional Material Terms and Conditions of the Job Offer**

q. Job Offer Information 17

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Housing/meals
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. This paragraph applies to such workers only. Housing is not provided to non-workers. Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing. The housing is offered as temporary in-season (during the employment period only) housing provided for migrant agricultural workers while they are employed at farms beyond normal commuting distance from their residence. Workers provided housing by the employer must promptly vacate the housing upon termination of employment. No charge will be made for beds or cooking utensils and similar items furnished to workers to whom housing is provided hereunder unless unlawfully removed or damaged beyond normal wear and tear. All housing is group housing in which all workers will share kitchens and common areas without regard to gender. Female workers, however, will be provided with sleeping facilities shared only with other family members or with other females. Sex-segregated toilets facilities will be provided. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Reasonable repair costs of damage or loss of property, other than that caused by normal wear and tear will be charged to the worker if he is found to be responsible for damage or loss to housing or furnishings. Workers residing in employer's housing may have mail directed to them at the employer's address on attached addendum. When public accommodations (hotel or motel) are used, the workers will be provided 3 meals per day for \$13.17 per day, or the current subsistence amount as posted in the Federal Register			

r. Job Offer Information 18

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Requirement (2)
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * GENERAL CONDITIONS APPLICABLE TO ALL CROPS: Fieldwork begins at assigned time shortly after daylight. Workers will stand on feet for long periods of time. Workers are required to work in fields when plants are wet with dew or rain. Work may be performed during light rain and in high humidity and in temperatures ranging from 35 degrees to 100+ degrees F. Workers will perform the majority of tasks standing in the upright position and can expect to stand on their feet for extended periods of time. Some tasks, however, require workers to perform activities on their feet or in stooped or crouched position for long periods of time. Workers will supply their own work clothes. All the tasks in this Job Description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. Workers may be required to perform work, on the farm, that is incidental to farming the crops listed in the application, such as performing hand cultivation tasks, weeding or hoeing, cleaning and repairing farm buildings, seed beds, grounds, set up and maintain irrigation pipes and equipment, cleaning and maintaining drip irrigation systems, installation and removal of plastic for purposes of drip irrigation, gardening, weeding and manicuring shrubbery, etc.  Work and/or harvest specifications, can change from time to time during the season due to crop or market conditions, even on the same crop. Workers will be expected to conform to the specific instructions given for each days work.  Specific instructions and close supervision will be provided by the farm owner and/or supervisor designated by the grower. Workers will be expected to perform their duties in a timely and proficient manner and will have close supervision to insure adherence to instructions. Work will be closely monitored and reviewed for quality. Sloppy work cannot and will not be tolerated.			





H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor

**H. Additional Material Terms and Conditions of the Job Offer**

s. Job Offer Information 19

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Requirements (3)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Full Growing Season Commitment: The job offered requires that the worker be available for work nine hours per day Monday through Friday and five hours on Saturday every day that work is available for the full period of employment, even though work may be slack for brief periods at any point during the season. The worker agrees to be available for work and perform the assigned work for the employer whenever work is available through the full period of employment. Work available is defined as, no work required on the worker Sabbath or federal holidays, but work is required nine hours per day Monday-Friday, and five hours on Saturday.</p> <p>The worker understands that if he abandons his employment or is terminated for cause, prior to the end of the period of employment shown in section 9, he will forfeit the 3/4 guarantee and reimbursement of certain transportation costs described elsewhere in this job order. Excessive absences and/or tardiness, as defined in the Work Rules attached hereto, cannot be tolerated and may result in termination.</p> <p>Daily individual work assignments, crew assignments, and location of work, will be made by and at the sole discretion of the farm manager and/or farm supervisor as the needs of the farming operation dictate. Workers may be assigned a variety of duties in any given day and /or different tasks on different days. Workers will be expected to perform any of the listed duties and work on any crop as assigned by the workers supervisor.</p> <p>Employers will provide tools and equipment at no cost for workers to perform the above tasks. Workers will be charged for any willful damage to or loss of such tools and equipment.</p> <p>When beginning a crop activity there will be a short demonstration, the employer will provide instructions and/or training in the proper way to perform the crop activity. Thereafter the worker will be expected to perform the task with diligence as instructed. Workers must work at a sustained, vigorous pace and make bona fide efforts to work efficiently and consistently that are reasonable under the climatic and other working conditions.</p>			

t. Job Offer Information 20

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Titan Housing and Work Rules (1)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>1.Workers must perform their assigned work in a careful, workman-like manner in accordance with the provision of the work contract. Sloppy work will not be tolerated. Workers who perform fraudulent or sloppy work, as defined under Job Specifications, will be suspended without pay for the remainder of the workday or for up to three days in the sole judgment of the supervisor, depending on the degree of infraction, the workers prior record and other relevant factors. Discharge of the worker may result from any subsequent offense.</p> <p>2.Use or possession of alcoholic beverages or illegal drugs is strictly prohibited during work time or during any workday before work is completed for the day (such as during meals); workers may not report for work under the influence of alcoholic beverages or illegal drugs. Illegal drugs may not be used or kept on any employer premises, including housing, at any time. Use or possession of illegal drugs, failing or refusing to take a drug test will be CAUSE FOR IMMEDIATE TERMINATION. Transporting alcohol in employer vehicles is prohibited! *** SEE THE EMPLOYERS POLICY REGARDING SEARCHES AND INSPECTIONS.</p> <p>3.Excessive absences and/or tardiness will not be permitted. Employees are expected to be present, on time, able and willing to perform the assigned work every scheduled workday. This is not sporadic or day work. Workers must report at assigned time and place each workday as directed by the grower or supervisor. Causes for Immediate Termination: 1.Three unexcused absences in a period of thirty days 2.Five consecutive days of unexcused absences during the duration of the job order 3.Three unexcused tardiness in a row 4. Five unexcused tardiness in a period of thirty days 5. Workers may not enter employers premises without authorization. 6.Workers may not deliberately restrict production. Workers may not begin work prior to scheduled starting time or continue working after stopping time unless authorized by the employer. 7.Workers may not take unauthorized breaks from work. Workers may not leave the field or other assigned work area without permission of grower or supervisor. 8.After the training period, workers are expected to possess the skills necessary to perform the job described in the work agreement and to the standard set by the employer. 9.Any worker who verbally or physically threatens another worker, the grower, or any supervisor with any tool or weapon WILL BE SUBJECT TO IMMEDIATE DISCHARGE.</p>			



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor

**H. Additional Material Terms and Conditions of the Job Offer**

u. Job Offer Information 21

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Titan Housing and Workrules (2)
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> 9.Workers may not willfully abuse or destroy any machinery, truck or other vehicle, equipment, tools, or other property belonging to the employer or to other employees. VIOLATORS WILL BE SUBJECT TO DISCHARGE IMMEDIATELY.  10.Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property to which the worker has not been specifically assigned by his supervisor. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for their personal use unless expressly authorized by the employer.  11.Workers may not misuse or remove from the farm premises without authorization from his supervisor any property of the employer such as trucks and other vehicles, beds, refrigerators, tools, etc. VIOLATORS WILL BE SUBJECT TO DISCHARGE IMMEDIATELY.  12.Workers must obey all safety rules and common safety practices and must report any injuries or accidents to their supervisor or the employer as soon as is reasonably possible. UNSAFE WORK BEHAVIOR MAY SUBJECT THE VIOLATOR TO DISCHARGE. 13.Workers must follow supervisors instructions. Workers may not commit acts of insubordination failure to regard authority. 14.Workers will not knowingly engage in any type of behavior or take any action that might cause the employer to be out of compliance with any local, state, or federal law. 15.Cell phones will not be allowed inside the fields, orchards, or packing facility. Cell phones must be left in the bus, van, or at the camp. Use of cell phones is not permitted while on short breaks - only during lunch breaks. 16.Smoking is not permitted during short breaks, only during lunch. Employees are required to wash their hands before returning to work after such breaks. 17.Personal vehicles are not permitted in any field at any time. All personal vehicles are to be parked and will remain at the designated location until work is complete for the day and all employees have been dismissed. All personal vehicles parked at the designated location must have all required state documentation to include: current vehicle tags, proof of insurance current for that vehicle and valid driver's license for the driver. Workers not residing in employee housing must be present at the specified time in order to be picked up at the designated area for starting the workday. Workers will be dropped off at designated area when work is complete for the day or worker has been dismissed. Only workers who have worked at Titan Farms for a total of 5 years will be allowed to drive and / or park a personal vehicle on Titan Farms Property as of January 1, 2020. 18.Workers are expected to wear properly fitting pants, shoes, and other clothes while working. Pants should be secured at the waist and all other pieces of clothing should be properly fastened. Jewelry is NOT permitted while working. 19.WORKERS WILL BE SUBJECT TO DISCHARGED for fighting, horse play, scuffling, throwing things, drunkenness, loud or rowdy behavior and threatening or harassing other occupants will not be tolerated and may be cause for termination and removal from the housing. 20.WORKERS WILL BE DISCHARGED if they steal from fellow workers or from the employer. 21.Workers may not falsify identification, personnel, medical, production or other work-related records. VIOLATORS WILL BE SUBJECT TO IMMEDIATE DISCHARGE.			

v. Job Offer Information 22

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Titan Housing and Work Rules (3)
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> 22.No firearms or any other weapons may be brought onto the housing premises by any person other than law enforcement officials at any time.  23.Workers must vacate the housing and remove their belonging promptly upon resignation, termination or when contract is complete.  24.Housing assignments will be made exclusively by the employer. Workers may occupy only the housing to which they are assigned. Workers may only sleep in rooms, areas, or units as assigned by the employer or designated supervisor.  25.Occupants must not deface, damage, or destroy the housing or contents. If a worker provided housing by the employer is found to be responsible for damage or loss to housing or furnishings other than that caused by normal wear and tear, the reasonable repair or replacement costs of the damaged or lost property may be deducted from the workers wages.  26.Workers shall maintain and keep the living quarters provided to them in clean condition and in good repair, allowing for reasonable wear and tear. Workers shall cooperate with other workers assigned to such housing in maintaining common kitchen and living areas in good condition. Workers will be required to keep the exterior area surrounding the camp clean and clear of debris. Workers shall promptly report any problems with housing to the employer or designated supervisor.  27.Workers living in employers housing assigned to bunk beds may not take apart bunk beds, as floor space in sleeping rooms is needed by all occupants. Workers living in employers housing may not cook in sleeping rooms or any other non-kitchen areas.  28.Workers living in employers housing may not have guests in housing promises after 10:30 PM except on Saturday night on which guest hours end at 12:00 AM. No persons, other than workers assigned by employer to a room, may sleep in any room. Workers may not interrupt other workers rest/sleep period by excessive noise or commotion. Workers must not play loud music after 9:00 PM on work nights or after 12:00 AM on Saturday night.  29.Workers are forbidden from removing batteries from smoke detectors for any reason. VIOLATION WILL BE CAUSE FOR IMMEDIATE TERMINATION.  30.Workers must not drop paper, cans, bottles, and other trash in fields, packing house, or on housing premises. Trash and waste receptacles must be used. Lids MUST always remain on these receptacles as required by law.  31.Workers may not post or remove any notices, signs, or other instructions on the employers bulletin boards or the employers property without specific authority from the employer			



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor

**H. Additional Material Terms and Conditions of the Job Offer**

w. Job Offer Information 23

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Titan Housing and Work Rules (4) - Drugs
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Notice of Potential Full Premises Inspections and Searches for Illegal Drugs and Confirmation of Policy Forbidding Presence of Illegal Drugs</p> <p>Anywhere on Employers Premises</p> <p>For the safety and security of Workers, including those who live in close proximity with each other in housing provided by the Employer, for the safety and security of customers who consume the commodities the Employer and its Workers produce, and for compliance with applicable federal and state laws, Workers must comply with the Employers drug-free policy and cooperate in connection with the Employer's efforts and intent to maintain a "drug-free" workplace, including not only in fields and packing houses and other facilities where work is performed but also in storage areas, vehicles and housing provided to Workers and in other premises of the Employer that might be used to secure or conceal drugs that may not lawfully be possessed under applicable law, all of which are referenced in this policy as the Employers premises.</p> <p>To clarify and provide notice of the Employers "drug-free" standard of conduct and the Employers rights and expectations , Workers may not use, possess, manufacture, sell, trade, distribute, dispense or otherwise have any illegal drug, sometimes called a "controlled substance" or any prescription drug that may lawfully be prescribed for medical purposes without possession of a valid prescription issued in his or her name to the person possessing such prescription drug anywhere on the Employer's premises. The Employers premises include, for example, housing provided by the Employer to Workers and areas adjacent to housing provided by the Employer, vehicles of the Employer and all other vehicles on the Employers premises, including Workers' vehicles. The Employers premises include Workers storage boxes and containers, personal luggage, clothing, lockers, toolboxes, and all other places located on premises owned or leased by the Employer where such substances may be concealed or stored. Refusal to allow the Employer or its representatives to search or inspect any of these places to determine the presence of such substances may result in the termination from employment of any Worker who refuses such search or inspection and other consequences, such as engagement of or notification to law enforcement officials.</p> <p>To enhance and enable the Employer to enforce and monitor compliance with its "drug-free" requirements and because of the difficulties of distinguishing between marijuana and industrial hemp, the Employer also forbids the use, possession, manufacture, sale, trade, distribution, and dispensing of industrial hemp, meaning hemp that has a concentration of .3% or less of the chemical compound tetrahydrocannabinol (THC) anywhere on its premises as described above. The prohibition against the presence of any compound containing .3% or less of THC in a hemp product includes all non-sterilized seeds and all derivatives and extracts from such industrial hemp plants.</p>			

x. Job Offer Information 24

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Titan Housing and Work Rules (5) - Drugs
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Besides industrial hemp that is banned from the Employers premises because of its policy, other substances that are banned from all premises of the Employer include marijuana, cocaine, phencyclidine (PCP or Angel Dust), and amphetamines and methamphetamines, opioids, codeine, heroin, morphine and any other substance that under Federal or State law is or outlawed or controlled unless the individual possessing such substance has a current valid prescription issued by a licensed medical care provider for the persons possession and use of such substance in his or her name and is using such prescribed substance in accordance with such prescription.</p> <p>To ensure and monitor compliance with this policy, the Employer reserves the right to conduct premises inspections and searches of all locations on its premises including in and around Worker housing, including storage areas within the housing, personal vehicles of Workers and others on the Employer's premises. To be clear, the Employers premises include Workers personal storage boxes and containers, personal luggage, clothing, lockers, tool boxes, and all other places located on premises owned or leased by the Employer where such substances may be concealed or stored and all other areas to which Workers have access. In other words, the Employer reserves the right to conduct searches based on a reasonable suspicion of the presence of such banned substances, but it also provides notice that the Employer may, in its discretion, conduct searches and inspections to determine compliance with this policy. Moreover, the Employer reserves the right, in its discretion, to involve law enforcement officials and experts in the detection of such substances in the conduct of such searches and inspections as it deems appropriate, and it may involve law enforcement officials and experts in the detection of such substances in connection with follow ups to the conduct of such inspections and searches under circumstances it deems necessary or appropriate.</p> <p>If the Employer determines that a Worker has violated this policy, such Worker is subject to immediate discharge for cause. Discipline under this policy shall be imposed on a non-discriminatory basis based on any protected classification of the Worker and with the aim of ensuring that no such banned substances are present on the Employer's premises for the safety of all Workers and of customers who may consume or use the commodities produced by the Employer.</p>			



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor

**H. Additional Material Terms and Conditions of the Job Offer**

y. Job Offer Information 25

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Hours
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Worker will report to work at the designated time and place as directed by the Grower each day. The standard workweek is 9 hours per day Monday-Friday and 5 hours on Saturday is normal; however, workers may be requested to work 10+ hours per day, or more, depending upon the conditions in the fields and maturity of the crops but will not be required to do so. Also, the workers may be requested to work on federal holidays and on their Sabbath but will not be required to do so. Workers may volunteer to work additional hours when work is available. Down Time: Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods can occur anytime throughout the season.</p> <p>If a worker is offered and agrees to work more than the scheduled hours Monday-Saturday, they must still report to work on their other scheduled days, unless arrangements are approved in advance with the owner or supervisor. Voluntarily electing to work longer hours during the week does not exclude you from working each scheduled workday. Not reporting for work on your scheduled workday will be counted as an unexcused absence.</p>			

z. Job Offer Information 26

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Pay Deductions (2)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>There may be deductions that reduce your pay below the stated contract wage; but will not reduce your pay below Federal or State Minimum Wage, whichever is higher. FICA, State and Federal taxes will not be deducted from those worker's wages that are working under a temporary, agricultural visa unless discovered it is a requirement, or if worker requests voluntary withholding. B). Employers guarantee to offer employment for the hourly equivalent of 3/4 of the workdays of the total specified period during which the work contract and all amendments thereof are in effect, beginning with the first workday after the workers' arrival at the assigned Grower's farm, ready, willing, able, and eligible to work and ending on the expiration date specified in the work contract and all extensions thereof or upon the termination of this employment as provided below. For purposes of this guarantee, a "workday" consists of seven hours Monday-Friday and five hours on Saturday. The worker is not required to work on his Sabbath or on federal holidays which are New Year's Day, January 1; Martin Luther King, Jr's birthday, the third Monday in January; Presidents Day, the third Monday in February; Memorial Day, the last Monday in May; Independence Day, July 4; Labor Day, the first Monday in September; Columbus Day, the second Monday in October; Veteran's Day, November 11; Thanksgiving Day, the fourth Thursday in November; and Christmas Day, December 25. On certain of these days, work may be available. If the worker at the conclusion of his work agreement has been afforded less employment opportunity than required under this provision, the worker will be paid at his average hourly rate for the hours, in addition to those actually offered, up to the hourly equivalent of the guaranteed number of days. In determining whether the guarantee of employment has been met, any hours which the Worker fails to work during a workday, when the Employer offers him the opportunity to work, and all hours of work actually performed shall be counted toward meeting this guarantee.</p> <p>C). This employment guarantee shall be terminated before the end of the Period of Employment if the services of the workers are no longer required for reasons beyond the control of the Employer due to fire, frost, flood, drought, hail, other Act of God which makes fulfillment of this contract impossible. Whether such an event constitutes a contract impossibility will be determined by the CO. In such cases, the employer will make efforts to transfer worker to other comparable employment acceptable to worker. If such transfer is not effective, workers will be returned at Employer's expense to the place from which Worker, without intervening employment, came to work for employer. In the event of such termination, the 3/4-guarantee period ends on the date of termination. The guarantee shall be void from the beginning should the Worker voluntarily abandon this employment before the end of the contract period or in the event the Worker is terminated for a lawful job-related reason, and the employer notifies the NPC, and DHS in the case of an H2-A worker, in writing or by any other method specified by the Department or DHS in a manner specified in a notice published in the Federal Register not later than 2 working days after such abandonment occurs and this will relieve the employer from subsequent transportation and subsistence costs and the 3/4 guarantee.</p> <p>D). Workers will be paid weekly.</p>			



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor

**H. Additional Material Terms and Conditions of the Job Offer**

. Job Offer Information 27

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Pay Deductions (3)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>) Employer will provide a worker referred through the SWA Interstate System fifty (50) hours of work for the week beginning with the anticipated date of need, unless the employer has amended the date of need by notifying the local employment service office at least 10 working days prior to the original date of need. If the employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the interstate clearance system \$11.81 per hour for the first week, starting with the original anticipated date of need. 50 hrs. x \$11.81= \$590.50 (Gross before taxes). The employer may require the worker to perform alternative work if the guarantee cited in this section is invoked. If the worker fails to notify the order-holding office of his continuing interest in the job no sooner than nine working days and no later than five working days before the date of need, the worker will be disqualified from the above-mentioned assurance. Alternative work will be general labor and maintenance activities including, cleaning and maintaining migrant housing, fence mending and the repair and maintenance of farm buildings and equipment.</p> <p>F). The Employer will furnish to the worker, on or before each payday one or more written statements showing the 1) worker's total earnings for the pay period, 2) the worker's hourly rate or piece rate (if applicable); 3) the hours of work which have been offered to the worker, 4) the total hours actually worked by the worker, 5) an itemization of all deductions made from the worker's wages; 6) number of units produced daily if applicable 7) Beginning and ending dates of pay period; 8) the worker's net pay; the employer's name, address and IRS identification number. 9) Employer will abide by all regulations at 20 CFR 655.122(j)(k).</p>			

. Job Offer Information 28

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Deduction (4)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Harvesting specifications can change from time to time during the season due to crop or market conditions, even on the same crop. Workers will be expected to conform to the specific instructions given for each day's work.</p> <p>Instructions and general supervision will be provided by the farm owner/supervisor or a designated employee. However, field workers will be expected to perform their duties in a timely and proficient manner without close supervision.</p> <p>The tasks in the crops listed below will be paid at the piece rates listed. All other work will be paid the adverse effect wage rate (AEWR) of \$11.81 per hour. Production work or hourly work will be recorded and transferred electronically or manually to payroll records for payment at the end of each pay period. Time sheets and production verification sheets will be provided to each crew the following business day. If at the end of the pay period, the piece rate does not result in average hourly piece rate earning during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate of \$11.81, the employer will supplement the workers earnings so that they have earned at least the AEWR for each hour worked. All work not listed as being paid as a piece rate, will be paid the adverse effect wage rate (AEWR) of \$11.81 per hour. Employer will pay the highest of the AEWR, prevailing wage, the agreed-upon collective bargaining wage or the Federal or State minimum wage when the work is performed. In the event that the Department Of Labor promulgates a new AEWR applicable to any portion of the period of employment covered by this job order which is higher or lower than the AEWR herein, the employer will pay the higher AEWR, and may, at the employer's discretion pay the lower AEWR, beginning with the effective date of the new AEWR.</p>			



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor

**H. Additional Material Terms and Conditions of the Job Offer**

. Job Offer Information 29

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties (2)
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p><b>Thinning</b> While thinning trees, workers will be instructed as to how close together peaches should be spaced, and which peaches are most desirable to leave or take. The supervisor will set a standard or pattern for each orchard and will demonstrate and communicate this to workers. In some instances, peach thinning will be done from a six-foot ladder weighing up to 30 lbs. All workers must be able to lift and carry ladder, as well as work from the top of the ladder. Rows will be assigned to each worker and it is the responsibility of the worker to complete the trees on the row according to the supervisor's instructions. Limbs must not be torn from the tree, nor should limbs be completely stripped of leaves or peaches. Proper spacing and selection of peaches is critical to maximizing the potential yield of the tree. Workers will thin peaches using hands and/or plastic bats to knock off excess peaches taking care to walk around entire tree before moving to the next. Workers will be required to pick up and return thinning ladders to the ladder wagon provided by the grower at the end of each work day or as directed by the grower or designed supervisor.</p> <p><b>Orchard Maintenance</b> Workers involved in orchard maintenance may be required to hoe trees, girdle, spread fertilizer, pick up roots and limbs, strip suckers or unwanted growth from trees, dig root suckers, knock peaches off trees, use hand sprayer, remove vines, lay irrigation pipe, repair and maintain drip system, and strap and tie peach trees. Workers may stake, string, or pull up plastic by hand. Workers may apply fertilizer or crop protectants according to supervisor's directions. Workers may walk and install irrigation lines. All equipment will be provided by the employer. Instruction will be given for each task and standards of performance communicated to workers. The specific standards for a job will be disclosed and demonstrated by the supervisor before the work begins.</p> <p><b>Tractor Operation During Field Operation</b> During field operations workers may be required to drive a tractor pulling a wagon through the field or between fields incidental to the job being performed. Workers will attach farm implements. Workers will drive tractors to apply herbicides, fungicides, and pesticides to control diseases and insects. Workers will be instructed in the safety and operation of the tractor before driving the tractor. Workers may be required to wear appropriate protective gear as instructed by the supervisor as determined by the particular job. Tractors should be driven in a manner to protect operator, other workers, products, trees, crops, equipment and individuals and property that may or may not be directly associated with the farming operation. Repeated failure to obey safety requirements and operating instructions may result in termination.</p> <p><b>Farm, Field and Shed Sanitation</b> All workers will be responsible for picking up trash, cleaning bathrooms, sweeping floors and other farm and shed sanitation duties.</p> <p><b>Forklift Operation During Packing Operations</b> Workers may be required to operate forklifts during packing operations as an incidental. Before any worker is required to operate a forklift, the worker will be instructed in the proper and safe operation. Workers will be required to operate forklifts according to instructions and in a manner that protects the operator, other workers and equipment. Repeated failure to obey operating and safety instructions may result in termination.</p>			

. Job Offer Information 30

1. Section/Item Number *		2. Name of Section or Category of Material Term or Condition *	
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p>			